



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Russ Guiney, Director

John Wicker, Chief Deputy Director

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Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

June 18, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE APPROVAL OF WATER PRODUCTION AGREEMENT  
TO DISCHARGE TREATED WATER INTO  
WHITTIER NARROWS RECREATION AREA'S LEGG LAKE  
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

**SUBJECT**

The Department of Parks and Recreation is requesting the approval of the Board of Supervisors to authorize the Director to approve and sign a long term agreement with the California Department of Toxic Substances Control and Main San Gabriel Basin Watermaster to discharge treated water into Whittier Narrows Recreation Area's Legg Lake.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Agreement categorically exempt from the California Environmental Quality Act because the Agreement consists of operation of an existing facility for the reasons stated herein and the reasons reflected in the record of the Agreement.
2. Authorize the Director of Parks and Recreation to approve and sign a ten year agreement with Main San Gabriel Basin Watermaster and California Department of Toxic Substances to Control discharge treated water into Whittier Narrows Recreation Area's Legg Lake.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the proposed actions will allow the Director of the Department of Parks and Recreation (Director) to execute the attached ten year agreement, with the California Department of Toxic Substances Control (DTSC) and the Main San Gabriel Watermaster (Watermaster), to accept

treated water into Whittier Narrows Recreation Area's Legg Lake (Legg Lake) from DTSC, Whittier Narrows Operable Unit (WNOU).

Since 2002, the Department of Parks and Recreation (Department) has executed an agreement to accept 2,200 through 2,400 acre feet of treated water into Legg Lake from Environmental Protection Agency's (EPA) WNOU on an annual basis. The WNOU is a state of the art ground water contamination treatment facility, which extracts and cleans contaminants from ground water. The DTSC and the Watermaster are proposing a long term agreement which will extend the current executed agreement and will be valid for five years (Attachment I).

On March 10, 2009, the Board approved a long term agreement with the Watermaster and EPA to continue the discharge of treated water into Legg Lake. The current agreement expires on August 31, 2013. As required by the State of California, the DTSC is required to take full responsibility of the WNOU after a ten year period. In May 2013 the EPA transferred the operation and function of the WNOU to the DTSC.

### **Implementation of Strategic Plan Goals**

The proposed recommendations support County Strategic Plan Goal of Operational Effectiveness (Goal 1) by improving the service and quality of life for residents in this community.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

### **OPERATING BUDGET IMPACT**

Based on the recommended actions, the Department does not anticipate any additional operating costs. The proposed agreement is an extension of the current water production agreement with just a change in ownership in the ground water contamination treatment facility.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The EPA has been discharging treated water into Legg Lake. The Department previously agreed to receive up to 1,300 acre feet of treated water from the WNOU per year. After treatment, the acre footage will be deposited on an as needed basis, in order to maintain required levels at Legg Lake. The DTSC will be required to report the acre footage deposited into Legg Lake to the Department on the first of each month. The Department will then forward the report to the Watermaster.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Operating Agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301 of the State CEQA Guidelines and Class 1 of the Environmental Document Reporting Procedures and Guidelines, Appendix G, because the Agreement consists of operation of an existing facility.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on other current services or projects.

**CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward three adopted copies of this letter to the Department of Parks and Recreation.

Should you have any questions please contact Ross Varone (213) 738-3037 or rvarone@parks.lacounty.gov, Vanessa Paniagua at (213) 738-2986 or vpaniagua@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney".

RUSS GUINEY

Director

RG:EM:rv

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

# WATER PRODUCTION AGREEMENT

This WATER PRODUCTION AGREEMENT (hereinafter referred to as Agreement) is effective as of the first day of July, 2013.

BY AND BETWEEN                      MAIN SAN GABRIEL BASIN WATERMASTER  
(hereinafter called Watermaster)  
725 North Azusa Avenue  
Azusa, CA 91702

AND California Department of Toxic Substances Control  
(hereinafter called DTSC)  
1001 "I" Street  
P.O. Box 806  
Sacramento, CA 95812-0806

AND Los Angeles County Department of Parks and Recreation  
(hereinafter called LACDPR)  
433 South Vermont Avenue  
Los Angeles, CA 90020

**WITNESSETH:**

THAT WHEREAS, Watermaster was appointed pursuant to the Judgment in the case of Upper San Gabriel Valley Water District v. City of Alhambra, et al. (LASC Civil No. 924128) (“Judgment”); and

WHEREAS, Watermaster is required to administer and enforce the terms of said amended Judgment, including the collection of Assessments and management of the withdrawal and replenishment of groundwater of the Main San Gabriel Basin (Basin); and

WHEREAS, Watermaster may enter into contracts with non-parties to the Judgment (Section 45) to encourage, assist and accomplish the cleanup and improvement of degraded water quality in the Basin and may exempt the production of Basin water from Watermaster Assessments and may waive the provisions of the Judgment concerning Injunction Against Unauthorized Recharge (Section 25), Injunction Against Transportation from the Basin (Section 26) and Intervention After Judgment (Section 57); and

WHEREAS, LACDPR is a party to the Judgment, has been adjudicated water rights, produces groundwater from the Basin and is bound by all provisions of said Judgment; and

WHEREAS, DTSC is not a party to the Judgment and has oversight of a groundwater cleanup facility as part of the Whittier Narrows Operable Unit (WNOU) cleanup plan more particularly described in Exhibit A hereto (the WNOU Project); and

WHEREAS, the WNOU Project includes groundwater extraction wells, a treatment system for volatile organic compounds, conveyance pipelines, and monitoring; and

WHEREAS, DTSC will enter into a separate agreement with the San Gabriel Valley Water Company to operate the WNOU Project; and

WHEREAS, in the separate agreement between DTSC and the San Gabriel Valley Water Company, groundwater extracted and treated by the WNOU Project will be for potable use and for discharge to Legg Lakes operated and maintained by LACDPR. Excess water delivered to the lakes may flow through the lakes and discharge into Mission Creek for infiltration into the Basin. Pumping and discharge of water from the WNOU Project shall be limited or ceased by DTSC when necessary to ensure that the treated water flowing through Legg Lakes and discharged to Mission Creek is conserved within the Basin to the extent reasonably possible (see Exhibit A); and

WHEREAS, the pumped and treated WNOU Project water that is discharged to Legg Lakes will replace water historically extracted from the Basin by LACDPR and delivered to Legg Lakes using LACDPR adjudicated prescription pumping rights and annual Operating Safe Yield allocation; and

WHEREAS, the DTSC will be delivering water to the LACDPR Legg Lakes in-lieu of the LACDPR pumping groundwater from the Basin for that same purpose; and

WHEREAS, LACDPR has agreed to report to the Watermaster, the production of ground water by DTSC for the WNOU Project that is delivered to Legg Lakes, as production by LACDPR, at a fixed amount of up to 1,300 acre-feet per year; and

WHEREAS, LACDPR has agreed to contribute in-kind services (see Exhibit A) to the WNOU Project in consideration of the costs LACDPR is avoiding by not having to use its own wells and pipelines to pump and distribute groundwater to Legg Lakes; and

WHEREAS, the water produced by the WNOU Project will meet requirements and be subject to the operational procedures described within this Agreement and in Exhibit A hereto; and

WHEREAS, on June 27, 2006, LACDPR entered into a separate agreement whereby the San Gabriel Valley Water Company has a right to temporarily lease annually from LACDPR's Production Rights an amount of water equivalent to the number of acre-feet of recycled water purchased by LACDPR.

**NOW THEREFORE**, in consideration of the promises and covenants hereinafter contained, it is hereby mutually agreed as follows:

**Section 1.** DTSC may produce Main San Gabriel Basin groundwater from the WNOU Project described in Exhibit "A" hereto and such production shall be in accordance with the requirements and subject to the operational procedures described therein.

**Section 2.** Watermaster hereby conditionally exempts from Watermaster Assessments the ground water produced in accordance with Section 1.

**Section 3.** LACDPR and DTSC shall report to the Watermaster all of the groundwater production of the WNOU Project that is delivered or discharged to Legg Lakes.

**Section 4.** LACDPR agrees to use at least 1,300 acre-feet per year of their adjudicated water rights for the WNOU Project in order to maintain the water level in Legg Lakes. LACDPR agrees to assign all water conveyed to Legg Lakes by DTSC from the WNOU Project to

LACDPR reported production from the Basin, up to the first 1,300 acre-feet per year. All of this water, up to a fixed amount of 1,300 acre-feet per year, shall be subject to all applicable Watermaster Assessments. Watermaster agrees to exempt from all Assessments the amount of water reported by LACDPR and DTSC as delivered to Legg Lakes from the WNOU Project in excess of 1,300 acre-feet per year that is conserved in the Main Basin.

Additionally, in accordance with Section 45 of the Judgment, Watermaster hereby waives the provisions of the Judgment concerning Injunction Against Unauthorized Recharge (Section 25), Injunction Against Transportation from the Basin (Section 26) and Intervention After Judgment (Section 57) as to water produced from the WNOU Project as provided in Section 1 herein and subject to the conditions of this Agreement and its Exhibits.

**Section 5.** DTSC shall submit copies on an on-going basis, of the following items to Watermaster: all progress reports and other reports, correspondence and studies related to site assessment, remedial action, and other activities for the WNOU Project provided to California Department of Public Health, California Regional Water Quality Control Board and any other governing agencies.

**Section 6.** DTSC shall notify Watermaster of any proposed or actual material changes in the facilities, operations, or other conditions pertaining to the WNOU Project; and Watermaster, at its sole option, may determine that an amendment or a revised agreement between DTSC, LACDPR and Watermaster must be executed. If an amendment or revised agreement is needed, the parties will negotiate for needed changes.

**Section 7.** This Agreement shall terminate ten years after the date of approval by all parties, unless extended by mutual agreement of all parties and approved by vote of the County Board of Supervisors, or within 30 days of ceasing operation of the WNOU Project facilities.

**Section 8.** DTSC hereby acknowledges and agrees that Watermaster and LACDPR are not responsible for any of extraction and treatment facilities comprising the WNOU Project or DTSC's operation and maintenance thereof or DTSC's impact on the quality of the groundwater and surface water affected hereby.

**Section 9.** Watermaster hereby acknowledges and agrees that DTSC and LACDPR are not responsible for any separate Watermaster action or inaction, not associated with this Agreement.

**Section 10.** LACDPR hereby acknowledges and agrees that DTSC and Watermaster are not responsible for LACDPR's Legg Lakes and associated irrigation facilities or LACDPR's operation and maintenance thereof or LACDPR's management of their adjudicated water rights, not associated with this Agreement.

**Section 11.** LACDPR hereby acknowledges and agrees that DTSC and Watermaster are not responsible for the pipelines leading from the WNOU Project to LACDPR's Legg Lakes or LACDPR's operation and maintenance thereof.

**Section 12.** LACDPR hereby acknowledges and agrees that if the California Regional Water Quality Control Board requires measures to address total maximum daily loads to LACDPR's Legg Lakes, these measures, any associated permitting requirements, and operation and maintenance of these measures thereof are LACDPR's responsibility.

**Section 13.** If it is determined that the WNOU Project produces treated water in excess of what is needed for drinking water supply or to maintain the water level in Legg Lakes, LACDPR reserves the right to claim a portion of this surplus to maintain acceptable water levels at the "Mitigation Lakes" as shown on Exhibit "B". All permits and appurtenances required to complete the connection to the Mitigation Lakes would be the responsibility of LACDPR. If this option is implemented, LACDPR and DTSC shall report to the Watermaster all of the groundwater production of the WNOU Project that is delivered or discharged to Mitigation Lakes. If implemented, LACDPR agrees to assign all water conveyed to the Mitigation Lakes by DTSC from the WNOU Project to LACDPR reported production from the Basin. If implemented, all water sent to the Mitigation Lakes shall be subject to all applicable Watermaster Assessments.

Additionally, in accordance with Section 45 of the Judgment, Watermaster hereby waives the provisions of the Judgment concerning Injunction Against Unauthorized Recharge (Section 25), Injunction Against Transportation from the Basin (Section 26) and Intervention After Judgment (Section 57) as to water produced from the WNOU Project as provided in Section 1 herein and subject to the conditions of this Agreement and its Exhibits.

**Section 14.** Nothing in this Agreement shall be construed to limit Watermaster's ability and/or discretion to exercise its powers or its responsibility to perform its duties under the Judgment and the Rules and Regulations promulgated thereunder. However, any such exercise of powers that would alter the terms of this agreement shall not take effect for a period of 90 days (to allow parties to negotiate for needed changes or resort to court to determine the equity of the proposed change).

**Section 15. Notices.** Notices shall be in writing and personally delivered or deposited in the United States Postal Service, first class, postage prepaid, addressed as follows:

If to WATERMASTER:

Main San Gabriel Watermaster  
Attention: Anthony C. Zampietro  
725 North Azusa Avenue  
Azusa, CA 91702  
Telephone: (626) 815-1300  
Facsimile: (626) 815-1303

If to DTSC:

Department of Toxic Substances Control  
Attention: Christine Bucklin  
5796 Corporate Avenue  
Cypress, CA 90630  
Telephone: (714) 484-5393  
Facsimile: (714) 484-5326

If to LACDPR:

Los Angeles County Department of Parks and Recreation  
Attention: Ross Varone  
510 South Vermont Avenue  
Los Angeles, CA 90020  
Telephone: (213) 738-3037  
Facsimile: (213) 637-9725

Notice shall be deemed given on the date personal delivery is made or, if sent by U.S. Mail, three (3) days following deposit in the mail, as provided above. A Party may substitute its representative identified above by written notice to the other Parties.

**Section 16. Modifications.** This Agreement may be amended only by a written document signed by the Parties.

**Section 17. Assignments.** This Agreement shall not be assigned by any of the Parties without the prior written consent of the other Parties.

**Section 18. Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remaining provisions shall remain in full force and effect, unless the intent and purpose of a Party would be frustrated thereby, in which case the Agreement may be terminated for cause as provided elsewhere in this Agreement, and the Parties shall observe the provisions provided herein regarding the termination or expiration of this Agreement.

**Section 19. Integration and Construction of Agreement.** This Agreement sets forth the complete and final understanding of the Parties with regard to the subject matter hereof and supersedes any and all prior communications, representations, negotiations, understandings and agreements, whether written or oral, concerning said subject matter. This Agreement shall be deemed to have been jointly prepared by the Parties and shall not be construed against one or the other of the Parties hereto.

**Section 20. Non-Waiver.** A failure by any Party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.

**Section 21. Recitals.** The Recitals to this Agreement are material terms hereof.

**Section 22. Headings.** Headings in this Agreement are provided for ease of reference and are not material terms hereof.

**Section 23. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**Section 24. Successors and Assigns.** This Agreement shall inure to the benefit of each Party's successors and assigns.

**Section 25. Governing Law.** This Agreement shall be governed by the laws of the State of California without resort to choice of law principles.

**Section 26. Authority and Counterparts.** The persons signing this Agreement represent and warrant that they are authorized to do so by the Party for whom they are signing. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

**Section 27. Discrepancies.** If a court determines that there are any discrepancies between the terms of the Agreement and the language of the exhibits, the terms of the Agreement shall control and prevail over the exhibits.



IN WITNESS WHEREOF, the parties have hereunto executed this agreement as of the date

first above written.

DTSC

MAIN SAN GABRIEL BASIN

WATERMASTER

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

*Cliff A. Sbarda*

Principal Deputy County Counsel

Date: *April 17, 2013*

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_

DTSC Counsel

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_

Attorney for Watermaster

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROJECT DESCRIPTION**  
**Extraction, Treatment, and Discharge of Groundwater**  
**Whittier Narrows Operable Unit Interim Remedy**  
**San Gabriel Valley Area 1 Superfund Site**

This project description addresses a portion of the interim remedial actions being conducted in San Gabriel Valley Area 1 Superfund Site in Los Angeles County, California. The interim remedy for the Whittier Narrows Operable Unit (WNOU) is identified in the U.S. Environmental Protection Agency's (EPA's) Interim Record of Decision Amendment (EPA, 1999). Regulatory oversight for operation and maintenance of this interim remedy is transferring to the State.

The overall remedial action includes containment of contaminated groundwater north of Whittier Narrows Dam using extraction wells near San Gabriel Boulevard, Rosemead Boulevard, and Siphon Road. The extracted groundwater is piped to a centralized treatment plant for treatment using liquid-phase granular activated carbon treatment. Treated water is then conveyed to the designated end uses which are potable, drinking-water use and use to maintain the water level in Legg Lakes. Additional uses for excess water may be developed in the future. The project is expected to operate for as long as contaminant concentrations in groundwater moving through Whittier Narrows exceed state or federal drinking water standards.

**Background**

The overall objective for the WNOU interim remedy is to protect human health and the environment, including the groundwater resource in Whittier Narrows and the Montebello Forebay portion of the Central Basin from volatile organic compound (VOC) contamination emanating from the San Gabriel Valley. The EPA completed initial construction activities for the interim remedy in March 2002. Between May 2002 and September 2003, interim operations were implemented, including extraction from selected extraction wells, treatment, and discharge to surface water. Additional construction, modifications, and testing were performed on the system between October 2003 and December 2005. The City of Whittier began accepting water from the WNOU interim remedy for potable use in December 2005. From December 2005 through September 2012, treated shallow zone water was discharged to Legg Lakes and treated intermediate zone water was directed to the City of Whittier for potable use. During October 2012, treated water from both zones was discharged to Legg Lakes. Starting in November 2012, the shallow zone wells were shut down and only treated intermediate zone water is being discharged to Legg Lakes.

The City of Whittier stopped taking water for potable use from the WNOU interim remedy in March 2013. All treated water will be discharged to Legg Lakes until new infrastructure is in place to connect the WNOU interim remedy to the San Gabriel Valley Water Company's distribution system. Once the new infrastructure is in place and steps are completed to comply with California Department of Public Health (CDPH) requirements for use of treated intermediate zone water for drinking water supply, the end uses will again include both potable use and discharge to Legg Lakes. Other potable uses and uses for excess water may be developed in the future.

## **Project Description – Groundwater Extraction, Treatment, and Discharge**

The project consists of four primary components: extraction of contaminated groundwater, treatment, discharge, and monitoring. The project will operate in accordance with the following description.

### Extraction Wells

The interim remedy includes seven extraction wells, EW4-3 through EW4-9, located towards the southern end of WNOU between the upgradient South El Monte Operable Unit and the downgradient Central Basin production wells. These wells were installed along a line that runs from just northwest of the intersection of Rosemead and San Gabriel Boulevards and extends southeast down Siphon Road for more than 3,000 feet.

The interim remedy includes four shallow zone extraction wells (EW4-3, EW4-4, EW4-8, and EW4-9) which are screened at depths less than 120 feet below ground surface (bgs). These wells were shut down in November 2012 and will remain shut down until contaminant concentrations in this zone again exceed drinking water standards. A contingency plan is in place that provides a decision framework for reactivating pumping from the shallow zone wells. A new target extraction rate for control of the shallow zone plume would be established at the time the shallow zone wells are reactivated.

The interim remedy currently includes three intermediate zone extraction wells (EW4-5, EW4-6, and EW4-7) which are screened to depths between 350 and 390 feet bgs. Additional intermediate zone extraction wells will be evaluated as part of the final remedy. Groundwater continues to be extracted from the intermediate zone in order to control the contaminant plume. The EPA recently adjusted the target pumping rate for plume control downward from 6,000 gallons per minute (gpm) to 3,500 to 4,500 gpm.<sup>1</sup> The target pumping rate will continue to be adjusted as necessary for plume control.

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<sup>1</sup> [http://www.envirostor.dtsc.ca.gov/public/final\\_documents2.asp?global\\_id=60001340&doc\\_id=60258439](http://www.envirostor.dtsc.ca.gov/public/final_documents2.asp?global_id=60001340&doc_id=60258439)

## Treatment

The WNOU treatment plant is designed to treat volatile organic compounds (VOCs) using liquid-phase carbon adsorption (LGAC). Within the plant, shallow zone and intermediate zone groundwater are handled separately, as non-potable and potable systems, respectively. Two LGAC vessels will be available to treat shallow zone groundwater if pumping is restarted. If needed, under this configuration the non-potable portion of the treatment system is able to process 1,500 gpm. The potable portion of the plant is being modified to include ten LGAC vessel pairs capable of handling a combined maximum rate of 8,250 gpm. For the potable

vessel pairs, the second vessel in each lead-lag pair is used only as a backup, polishing vessel.

This means that when contaminant breakthrough occurs between the two vessels at a high enough concentration, the lag vessel will become the lead vessel and the carbon will be changed out in the former lead (and now lag) vessel. Other ancillary facilities at the treatment plant include influent tanks, a backwash tank, booster pumps, a chlorination facility, and a control building with an adjacent electrical yard.

## End Use

Under normal operating conditions, the majority of water treated by the WNOU interim remedy is used for drinking water supply. Because the City of Whittier stopped taking water from the interim remedy in March 2013, the potable use option will not be available until the new infrastructure is in place, tested by the new operator (SGVWC), and CDPH permit requirements are met. Treated water will be discharged to Legg Lakes during the interim period, as described further below. Once normal operations resume, the potable water will be distributed by SGVWC in their distribution system, or potentially, transferred by SGVWC to another water purveyor.

A lesser portion of water treated by the WNOU interim remedy is discharged to Legg Lakes, a series of three lakes with interconnecting channels. While the shallow zone extraction wells are shut down, treated intermediate zone water is discharged to Legg Lakes. If extraction resumes from the shallow zone extraction wells, the treated shallow zone water will be discharged to Legg Lakes. Water treated by the WNOU interim remedy is piped to Legg Lakes for discharge via pipelines connected to the uppermost (northern) and lowermost (southern) of the three Legg Lakes. The excess treated water discharged to the lakes overflows from the lakes and into Mission Creek via the discharge weir in the middle lake.

At a target average annual pumping rate of 3,500 to 4,500 gpm, normal operating conditions would include discharge of about 18 to 23 percent of the water to Legg Lakes and would direct the remaining 77 to 82 percent of the water for potable use. However, system operations require flexibility in order to respond to seasonal fluctuation in drinking water demand while still allowing the ability to pump at the rates needed for plume control. Flexibility is also needed to allow plume control during periods when the potable side of the treatment system goes down. If insufficient drinking water demand is present or if the potable side of the treatment system goes down, additional water may be discharged to Legg Lakes and allowed to overflow into Mission Creek.

All water discharged from the lakes to Mission Creek is expected to infiltrate in the creek channel within the San Gabriel Basin, prior to reaching San Gabriel Boulevard. If sufficient percolation does not occur to conserve all water within the San Gabriel Basin, the pumping

rates will be reduced. DTSC will have GWETS operations staff monitor Mission Creek just north of San Gabriel Boulevard weekly to ensure that no water is exiting the basin. In recent years, water has only been present in Mission Creek at San Gabriel Boulevard during periods of significant rainfall in the Whittier Narrows area. When water is observed in Mission Creek at San Gabriel Boulevard, DTSC will reduce the discharge to Legg Lakes so that overflows from Legg Lakes will remain within the San Gabriel Basin.

Discharge of treated water to both the upper and lower lakes eliminates the need for the County to provide groundwater from their wells to Legg Lakes which was their historical practice. Although long-term historical records are not available for the County's discharge to Legg Lakes, available data indicate that it has likely been in the 1,000 to 1,500 acre-feet/year range. Los Angeles County Department of Parks and Recreation will account for a portion of the interim remedy's Legg Lakes discharge (up to 108 acre-feet per month or 1,300 acre-feet per year) as if it were their own pumping against their existing water rights. The Los Angeles County Department of Parks and Recreation will provide in-kind services to support the WNOU interim remedy. These may include installation of any new pipelines required for discharge to the County's irrigation system or surface water bodies, operation and maintenance of the portion of the County's system that is used to convey water to Legg Lakes or to the "Mitigation Lakes" (Exhibit "B"; if the option is actuated), and acting as lead agency for any permitting, infrastructure, and on-going monitoring requirements for discharge of treated groundwater to Legg Lakes.

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## Monitoring

During implementation of the WNOU interim remedy, DTSC will conduct groundwater monitoring in Whittier Narrows under a routine groundwater monitoring program, as described in the Performance Evaluation Plan.<sup>2</sup> Numerous monitoring wells are located throughout the OU. Groundwater monitoring serves several purposes, including performance monitoring, early warning of potential changes in contaminants or contamination levels that could impact the treatment plant operations, early warning of changes in contaminant distribution that could impact remedy performance, and long-term tracking of the distribution of groundwater contamination in the OU and vicinity.

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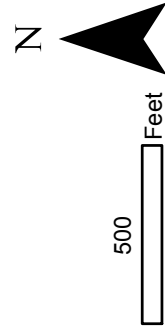
<sup>2</sup> [http://www.envirostor.dtsc.ca.gov/public/final\\_documents2.asp?global\\_id=60001340&doc\\_id=60269883](http://www.envirostor.dtsc.ca.gov/public/final_documents2.asp?global_id=60001340&doc_id=60269883)





Date: 4-08-13  
Map Prepared By: Planning  
Aerial: LARIAC 2011  
Parks, Golf and Trails: DPR

# Whittier Narrows Recreation Area (Southern Area) Department of Parks and Recreation



**Legend**

DPR Parks

DPR Trails